

# Breakers Condominium Homeowners Association, Inc.

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The Board of Directors would like to welcome all Homeowners and their guests to The Breakers at the Lake of the Ozarks. The Board of Directors asks each Homeowner, guest or renter to:

**Be courteous and respectful** to your fellow Homeowners and their guests and follow the Association's Rules and Regulations.

**Be cautious** of drinking and boating.

**Protect the environment.** Help keep all common areas clear of rubbish and other unsightly trash.

## THE FOLLOWING ARE IMPORTANT TELEPHONE NUMBERS

Emergency, Crime & Medical .....	911
Fire .....	911
Camden County Sheriff .....	573-346-2243
Ambulance .....	573-348-5000
Highway (Water) Patrol (Cell *55) ....	573-751-3333
LFPM Assistance/Information.....	573-302-1131

LakeFront Property Management (LFPM) is the Managing Agent for The Breakers.

### **I - GENERAL**

1. The Breakers Declaration and By-Laws both grant to the Board of Directors the right and responsibility to establish these rules and regulations and to amend them as necessary.
2. A copy of these Rules & Regulations should be in each unit for owners & guests. It is the responsibility of each Homeowner to inform all guests or renters of the Breakers Rules and Regulations.
3. The enforcement of these rules and regulations is the responsibility of each Homeowner, not just the Board of Directors or the Managing Agent.
4. In the event that you witness a violation of any of these rules and regulations, are aware of an emergency situation or problems occurring anywhere on the complex, you are requested to contact:
  - a. The Managing Agent (LFPM 573-302-1131)
  - b. Any Board of Directors Member listed on the Breakers Website or in the Quarterly Newsletter
  - c. Highway Patrol (573-751-3333) (Formerly the Water Patrol)
  - d. Police / Emergency (911)

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## II – UNITS, COMMON AND LIMITED COMMON ELEMENTS

1. The Breakers Condominium complex is to be maintained as a Class A facility.
2. Homeowners must comply with the provisions of any recorded Condominium Declaration, By-laws, these Rules and Regulations, and any amendments thereto.
3. A violation of any rule or regulation listed here or included in the Association By-laws and Declarations, on written notice, shall be promptly corrected by the Homeowner. If not corrected in accordance with the notice, the Association will perform any necessary work and bill the Homeowner for all costs along with the Association's processing charge and any fine imposed by the Board of Directors.
4. Any changes a Homeowner would like to make to Common or Limited Common Elements of the Breakers Complex must have written approval from the Board of Directors before having the work performed. If work is done without the written approval of the Board of Directors, the Homeowner will be financially responsible to restore the Common or Limited Common Elements to the condition it was before the change was made.
5. Any damage done to the Breakers property by a Homeowner or any of their guests is the financial responsibility of that Homeowner to repair the property to the condition it was before the damage.
6. Quiet hours are from 10 P.M. to 7 A.M. During this time, please remember to be considerate of your neighbors. No obnoxious or offensive activity shall be carried on in any area of the complex (individual or common area) either willfully or negligently which may be or become an annoyance or nuisance to the other owners or occupants.
7. Fireworks, firearms, and BB guns are not to be discharged on the property at any time. Violations will be subject to Camden County law enforcement.
8. Cooking is not allowed on the pool deck, docks or entry walkways. Gas (propane) and electric grills are the only authorized grills. Charcoal grills and free-standing fireplaces are prohibited anywhere on the Breakers property. When using a gas (propane) or electric grill on a unit deck the following precautions must be observed:
  - a. The grill must be pulled away from the building structure while in use.
  - b. No larger than a 25 lb. propane cylinder is to be used.
  - c. Any grill, propane or electric, used on the deck must always have a fire extinguisher handy on the deck.
9. Nothing may be hung over common elements (including the deck railings or balconies) such as towels, clothes, laundry, rafts, etc.

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10. Bicycles, skateboards, scooters, and roller blades are not allowed on the sidewalks, stairwells, walkways, tennis courts, or docks at any time. Children 12 and under are to be supervised at all times.
11. No "For Rent" signs, advertising or other displays are permitted on any part of the property. "For Sale" signs measuring 2' x 2' will be permitted facing the parking lot side only with the approval of the Board of Directors or the Managing Agent.
12. Boat / PWC trailers, trailers, RV's and campers are prohibited on the property at any time. (Boat launch facilities are located at Glencove Marina for a nominal fee.)
13. Please use the sidewalks where available in order to preserve the lawn. No rafts, towels, chairs, or other articles are allowed on the grass.
14. Feeding animals (ducks, squirrels, etc.) is not allowed on the premises.
15. No objects shall be placed or hung from the exterior beams of the lakeside decks, posts or rails with the exception of one flag or wind sock which is not to exceed 48" x 24" in size.
16. Tennis and pickleball players have the priority on the tennis court. Children are allowed to use the courts for other non-damaging games, providing they relinquish the court promptly upon request by those wishing to play tennis or pickleball. Tennis style shoes must be worn both for personal safety and protection of the court surface. The tennis court must be locked when not in use.
17. All common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Cigarette butts must be disposed of in a proper container. All trash shall be in plastic bags and placed inside provided trash hoppers or trash cans. Do not dump oil, batteries, tires, carpet, paint, furniture or water heaters in the trash hoppers.
18. Do not put any construction or remodeling waste in the trash hoppers. You must arrange with your contractor or find for yourself an alternative for your construction or remodeling trash.
19. Do not park or store bicycles, motorcycles, scooters, wagons, toys, PWCs, benches, trash cans, or other unsightly items, etc. on any part of the common elements or limited common elements unless specifically designated. This includes the decks at each unit.
20. Guests or non-owners are not permitted to have a pet. Owners are allowed no more than two domestic pets per unit. Any damage incurred in common areas caused by the conduct of a pet shall be repaired by the Homeowner at their expense. Pets must be on a leash (6 foot maximum length) at all times. Do not restrict pets by chain, rope or other method which is then secured to any portion of a building, tree, shrubbery, or stake on common ground. Homeowners must immediately clean up their pet's waste. Homeowners are responsible for any nuisance or unreasonable disturbance caused by pets in their unit.

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21. Homeowners are reminded that during the winter months they must leave their thermostat set at the “on” position and set at 55°F or higher to ensure no pipes will break during freezing weather. While any unit is unoccupied the Homeowner must shut off the water at the main shutoff in their unit if there is one, switch off the breaker to the water heater and turn off any ice makers.
22. Satellite dishes are permitted with the following restrictions:
  - a. Only dishes less than 18" in diameter may be installed.
  - b. The dish may only be installed within a Homeowner’s lakeside deck and may not extend beyond the vertical boundaries of the deck.
  - c. Installation of a satellite dish does not relieve a Homeowner of paying their cable TV and internet assessments.
  - d. Approval of the Board of Directors or Managing Agent is required prior to any installation.
23. Unit Decks
  - a. Each individual unit deck surface, regardless of the material, is the responsibility of the Homeowner. The deck surface is a Limited Common Element.
  - b. If the deck surface is covered with any type of water absorbent material (carpet, rug, etc.) it may not be permanently attached and must not be any closer than 6 inches to the walls or edges of the deck. It is also suggested that it be rolled up, particularly if the deck surface is wood, during those times when owners are away from their unit for extended periods of time.
  - c. If the deck surface is to be modified in any way, such as replacing the existing surface or adding tile or a decorative surface, you must first have written approval from the Board of Directors. This approval may require you to obtain a structural engineer to certify that your plan will not compromise the structural integrity of the deck.
24. The clubhouse must be locked when not in use.
25. It is the responsibility of each Homeowner and their guests to report any alarm lights or sounds seen or heard at the waste holding tanks or waste pumping stations.
26. All ice maker, toilet supply lines and / or washing machine water supply lines must be steel braided burst proof hoses.

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27. While the Board of Directors and the Association do not encourage renting, if you do rent your unit, you must notify the Managing Agent and provide the name of the rental company you are using, their 24 hour phone number and provide the name and phone number of the rental agent to all neighbors. If you rent your unit without a rental agent, you must notify the Managing Agent of each rental period and provide a telephone number where you may be reached at any time during that rental period. (See also “Rental Policy” page 10 and the website form)
28. Homeowners are responsible for maintenance or replacement of air conditioning (HVAC) units, both inside and outside.
29. Homeowners are responsible for maintenance or replacement of all exterior doors and windows.
30. Any window or glass door covering visible from the outside of the unit must be white or off white in color when viewed from the outside. Windows may not be tinted.
31. Any firewood purchased by Homeowners for their own use must be stored in a container such that the wood does not touch any building surface either on their deck or inside their unit. Personal firewood may not be stored anywhere on the Association property, including entry ways. When the Association removes dead trees, that wood may be split and stored it near the trash bins in front of buildings 144, 661 and/or 741 for use by Homeowners on a first come basis.
32. The upper decks of all Cove Buildings have very short roof overhangs allowing for a significant exposure to the morning sun. As a result, the heat buildup on the glass doors in those upper Units (3A and 3B) during the summer months is significant. Accordingly, Homeowners are allowed to place removable rollups on the exterior of the sliding glass doors that open onto their decks with the following conditions. Failure to meet these conditions will subject the Homeowner to the Association’s fine schedule (Section V-2).
  - a. No other windows or doors may be covered on the outside of the Buildings.
  - b. Roll ups must be brown in color
  - c. Roll ups can only be used from May 1st through August 31st each year.
  - d. This rule applies to Units 3A and 3B in Buildings 661, 32, 54, 84, 98, 120 & 144 and Units 1B and 1C in Building 669 only.
  - e. Rollups must be rolled up no later than 1:00 PM each day.
33. Units in the channel side buildings (630, 701, 729 and 741) are permitted to use brown removable rollups on the west end of their decks to block afternoon sun (4pm to sunset only) from May 1st through August 31st. No windows or doors may be covered on the outside of these buildings. Violations will be subject to the Association’s fine schedule.

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## **III - SWIMMING POOL**

### **LIFEGUARDS ARE NOT PRESENT AT ANY TIME**

1. All Homeowners are responsible for their own safety as well as their children and guests.
2. Children under the age of 12, utilizing the swimming pool, must be accompanied by a parent or guardian.
3. Only flotation devices or floatable toys will be allowed in the swimming pool.
4. No glass is allowed in or around the swimming pool area. In addition to the fine structure on page 9, violators will also pay all costs related to making the pool available again if glass is broken anywhere within the fenced pool area.
5. Pool and swim dock hours are from 9 A.M. to 10 P.M. Pool deck hours are 9 A.M. to 11 P.M.
6. Furniture is not to be removed from the pool area or the club house.
7. Running in the pool area or diving into the pool is prohibited.
8. The blue and white pool rope is to remain in place at all times. This is a safety issue and required by our insurance company.
9. Umbrellas should be left in the lowered position when not in use to prevent damage from high winds.

## **IV - BOAT AND PWC DOCKS & LIFTS**

### **GENERAL**

1. The Boat & PWC docks and slips are owned by the Breakers Homeowners Association and slips are only leased by individual Homeowners.
2. Children under the age of 12 are not allowed on the docks without adult supervision and must wear a US Coast Guard approved buoyancy vest. No diving, running, horseplay, bicycles, or skateboards, etc. are allowed on the docks.
3. CAUTION: Under water steel bracing exists on all docks. Severe injury or death could occur by jumping or diving from the docks. Swimming around the docks is strongly discouraged. Swimmers must give right of way to boats entering and leaving the dock area. Swimmers swim at their own risk.
4. Homeowners and their guests must operate all watercraft (boat, pontoon, jet skis, etc) at idle speed within 100 feet of the docks.

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5. “No Wake/Idle Speed” Buoys have been placed in the cove at the end of the boat & PWC docks to restrict the speed of all boat traffic and to restrict the use of PWCs in and around the docks.

6. MISSOURI LAW 306.125 2 states the following:

“It is unlawful to operate a vessel (MOTORBOATS, JET SKIS, WET BIKES, WAVERUNNERS, etc.) within 100 feet of any dock, pier, occupied anchored boat or BUOYED RESTRICTED AREA on any lake at a speed in excess of SLOW/NO WAKE.”

You can be ticketed by the water patrol if you cause a wake with ANY watercraft within 100’ of our docks and our neighbors’ docks in the cove.

### BOAT / PWC SLIPS

1. All boat and PWC slips are assigned to specific Homeowners. You must be a Breakers Homeowner to lease a slip. A copy of your lease agreement is maintained by the Managing Agent.
2. The lease holder is required to notify Managing Agent when selling or trading their lease rights to a slip with another Breakers Homeowner.
3. You may sell or rent your lease rights to a slip to another Breakers Homeowner ONLY. Sub-leasing dock slips to or use of dock slips by non-owners or persons not residing on the premises is prohibited. Homeowners who sub-lease or allow use of dock slips by non-owners or persons not residing on the premises may be fined in an amount not to exceed \$500.00 per month.
4. Tying up in an unauthorized slip at any time or at the end of the dock overnight by an owner or guest, may result in towing at the boat owners expense.
5. No portion of any boat or PWC stored in a slip shall extend over the center walkway. This includes anchoring devices and / or pulpits. Also, no boat may extend more than two feet beyond the open end of the slip. Any exception to this rule must have the written approval of the Board of Directors.
6. PWCs tied in slips must be secured so they are not in contact with the dock or foam.
7. No hoist of any kind should extend beyond the open end of any slip.
8. PWCs stored on lifts cannot extend past the sides of the lift.
9. Dock stops on boat lifts are not allowed. All hoists must be free floating. These stops cause damage to the superstructure of the docks.

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10. If a boat lift is broken or is not able to remain afloat after inflating the tank(s) with air, the slip Lessee in which the defective boat lift is located is responsible to have it repaired. It must be repaired within 15 days after becoming aware of the problem. If the lift is not repaired within 15 days, the Managing Agent will arrange for repairs at the Lessee's expense unless the slip Lessee provides details (work order) indicating when the boat lift will be repaired.
11. Except for loading and unloading, boat and PWC hoists MUST be kept in the "UP" position at all times so that there is no strain on the dock in order to prevent damage to the dock structure. It is the responsibility of each Lessee to pay for any damages and/or repairs to any dock or slip caused from the hoist being left in the "DOWN" position. The Board of Directors highly recommends the use of remote controlled hoists for your convenience.
12. Any Board of Directors Member or Managing Agent employee will have the authority to raise any hoist left in the down position, and report the incident to the Managing Agent to deliver the initial warning.
13. In the event that it becomes necessary to forfeit the boat slip lease rights referred to herein because of non-payment of assessments, the Association may sell the boat slip lease rights and enter into a new lease with another Homeowner. The proceeds from the sale shall first be applied to delinquent boat slip assessments and then to any delinquent condominium unit assessments which might be owed by the Homeowner and boat slip Lessee referred to herein.

### BOAT DOCKS

1. Slip Lessees and their guests are responsible for any and all damage to the common elements of the docks they cause.
2. Modifications to the docks, including installation of boat lifts, etc. may not be made without prior approval by the Board of Directors or the Managing Agent. Boat lifts, etc. may be installed as long as they do not change the structure of the dock.
3. Garden hoses may be attached on the post at your slip but may **not** be attached with bolts, screws or any other means where holes would be drilled. A typical garden hose holder can be attached with nylon cable ties or a bungee strap.
4. Mooring protection material shall be black vinyl material. Slips with existing white vinyl are grandfathered. However, future replacements must be with black vinyl. Banning boards are the responsibility of the slip Lessee and must not be modified, removed or replaced without prior approval from the Board of Directors. Banning boards shall be a minimum of 2X6 pressure treated lumber, attached using galvanized deck screws and be continuous and unbroken around the interior perimeter of the slip except where the lift is attached. Slips with existing 2X4 banning boards are grandfathered.

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5. The slip lessee is responsible for the maintenance and repair of the boat and PWC docks to include but not limited to the storage locker, bannings boards, rub rails and bumpers inside the slip.
6. The fueling of a boat, PWC or any motorized vehicle is prohibited on the boat docks and PWC dock. Also, the storage and use of combustible material on the docks, including the PWC dock, is prohibited.
7. A dock storage container or locker is provided by the Association and is a chest type which shall be located on the shore side of the slip and next to the slip. Storage containers provided by the Association shall not be modified, removed or replaced without prior approval from the Board of Directors. No other storage container of any type shall be placed on any part of the Dock Structure. Any personal items that are not stored on a boat should be stored in the dock storage container for your slip. This would include inflatables of any sort, boat covers, coolers, garden hoses not stored on a hose holder, etc. Remember, the fingers between two boats need to be accessible and kept cleared for both Homeowners and Guests. Given the increased use of Lily Pads, Kayaks and other flotation equipment the following will be the rules for such storage:
  - a. At no time shall any item whatsoever be stored on the main walkway of any dock including the PWC dock.
  - b. Flotation equipment such as Lily Pads must be rolled up and secured with bungee cords to a dock support right next to the Lessee's dock storage container. No part of such flotation equipment shall extend past the front edge of the storage container.
  - c. Kayaks must be hung on the SLIP SIDE of the Lessee's dock with clamp type brackets. No fasteners of any type can be installed that requires drilling into any part of the dock.
8. Carpeting is not permitted on any dock. No tarps or plastic sheets are to be hung from the dock or draped over any portion of the boat extending beyond the end of the slip.
9. No Personal Watercraft will be allowed to be stored on the fingers of the boat docks.
10. When fishing from the docks, respect the property of others by not sitting on their boats, dock lockers, etc.
11. Please dump all allowable trash in the trash cans.
12. "For Rent" or "For Sale" signs may not be placed on the dock. The Board of Directors recommends that an ad be placed on the Breakers website and in the quarterly newsletter
13. Quiet time on the docks is from 10:00 p.m. until 7:00 a.m. Sound carries on the water, so please be respectful of your neighbors.

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14. It is highly advisable that a key to your hoist be given to the Managing Agent for use in an emergency situation where your hoist may have malfunctioned in your absence.
15. Swim ladders must be kept in the up or out of water position while not in use.

## **V - FEES, ASSESSMENTS & FINES**

1. Each Homeowner is responsible for prompt payment of all assessments, fees, fines and charges from the Association.
  - a. Quarterly Assessments are routinely sent to Homeowners by U.S. Mail or electronically during the months of March, June, September and December. If you do not receive a statement by the end of those months, it is recommended you contact the Managing Agent.
  - b. The quarterly statement you receive from the Managing Agent serves as a courtesy reminder. Failure to receive the statement does not relieve the Homeowner of their obligation to pay their quarterly assessment on time. If in doubt, call the Managing Agent.
  - c. If a Homeowner is delinquent in any regular or special assessment or any fine, the Managing Agent will send a letter to the Homeowner reminding the Homeowner of the obligation along with late fees of \$15 per month and interest of 18% per annum on the outstanding balance due compounded monthly.
  - d. If the Homeowner continues to be delinquent for two (2) or more quarters or the total amount due is greater than \$5,000, the Managing Agent will send a letter to the Homeowner indicating the amount due with late charges and a copy of the lien papers which will be filed if payment is not received by the date indicated. Liens will be filed if payment is not received by the date indicated and the cost of filing will be added to the amount due. Along with a lien being filed, the cable television and internet will be disconnected to the unit and access to any leased boat / PWC slips will be restricted until payment has been received for the past due amount including all late charges and filing fees.
  - e. Continued delinquency will be addressed by the Board of Directors which may result in the forced sale of the property to satisfy the indebtedness.

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2. Each Homeowner has the responsibility to be familiar with the Breakers Rules and Regulations. Unfortunately, there are times when a Rule or Regulation continues to be ignored even after appropriate notification of the violation. Violation of any of the listed Rules or Regulations will incur a fine. Failure to pay the fine will ultimately lead to a lien being placed against the Homeowners unit and the cable television being disconnected. Unless otherwise indicated in a specific rule, fines will be assessed against the Homeowner for rule violations according to the schedule below:
  - a. First violation in any 12 month period - \$100
  - b. Second violation in any 12 month period - \$250
  - c. Third violation in any 12 month period - \$500
  - d. Fourth and any addition violations in any 12 month period – fine to be determined by the Board of Directors

## **VI - INSURANCE**

1. The Breakers insurance covers the replacement cost of each unit and the common elements to the “ORIGINAL DESIGN AND SPECIFICATIONS”.
2. Individual Homeowners must maintain personal insurance for personal liability, personal property, betterments and improvement.
3. The following are typical items for which the Homeowner is responsible: furniture, ceiling fans, refrigerator, cooking range, washer/dryer, bar stools, TV, wallpaper, additional cabinets, deck furniture, grill, boat lift, and storage chest, etc.
4. All Homeowners are required under the By-laws and Declarations to furnish evidence of the Homeowner’s insurance coverage to the Board of Directors or the Managing Agent.
5. The Breakers insurance carries a \$10,000 deductible. When the cause of damages originates within a condo unit such as ice maker line leaking, toilet leaking, hot water heater leaking, etc. the Association will issue a special assessment statement for the Association’s deductible amount. It will be that Homeowner’s responsibility to pay for the deductible. You may want to check with your insurance carrier to insure that you are protected for this type of assessment. If your insurance carrier does not provide this type of coverage you may want to look at a different carrier. In any case, the Homeowner will still be responsible for payment of the special assessment.

## **VII - SALE OF UNIT**

1. Sellers must obtain a resale certificate from the Managing Agent prior to the sale of their unit. The Managing Agent will provide the seller or seller's agent the resale certificate within 10 days of seller's or seller's agent request per the Missouri Condominium Property Act section 448.4-109.
2. A leased dock slip must be returned to its original condition prior to the sale of a unit and slip lease. If the lift is sold with the slip then it may stay intact and must be noted on the sales document.

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## VIII - RENTAL POLICY

1. Reference the Breakers Condominium By-Laws Section 12.6.2 UNIT RENTAL:
  - a. Any agreement, whether written or verbal, whereby a fee simple title owner of a Breakers Condominium unit allows a non-owner to use his unit for a fee, such agreement shall be for a term of 12 calendar months or longer.
  - b. Any agreement between a fee simple title owner of a Breakers Condominium unit and a non-owner shall prohibit the leasing or renting by the non-owner to any other person or entity.
  - c. A copy of any agreement between a fee simple title owner of a Breakers Condominium unit and a non-owner shall be on file with the Managing Agent along with the name of the rental agent if one is used and their 24-hour phone number.
  - d. Any agreement in place as of 5 September 2014 will not have to be modified until it is terminated at which time any further agreement shall comply with this rental policy.
2. If you desire to rent your unit you must contact Lake Front Property Management who will send you the form of the lease agreement that must be used. Only this document, without any modifications, can be used for any rental arrangements. Prior to execution, the completed document must be approved by the Executive Board.
3. The homeowner is responsible to ensure that the tenant is aware of the provisions in all the association's documents (Declaration, By-Laws, and Rules and Regulations) a copy of which will be provided to the tenant. The tenant must comply with the all provisions of these documents.
4. The homeowner is responsible for the payment of all assessments and other fees levied against the unit even if the violation is committed by the tenant. This responsibility CANNOT be passed to the tenant.
5. The use of the unit by the tenant can only be by the tenant, immediate family, and friends. The tenant must be present during their visit.
6. Any rental of a unit in violation of this By-Law and rule provision will result in a \$5,000 fine for each violation. A violation is any rental to a person or entity, whether written or verbal, for less than the 12-month required period.